

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: SEPTEMBER 20, 2006

Division: TDC

Bulk Item: Yes X No     

Department:                                     

Staff Contact Person: Maxine Pacini

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**AGENDA ITEM WORDING:**

Approval of an agreement with Tinsley Advertising and Marketing, Inc. to provide advertising services for the Monroe County TDC and County.

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**ITEM BACKGROUND:**

TDC approved same at their meeting of August 22, 2006

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**PREVIOUS RELEVANT BOCC ACTION:**

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**CONTRACT/AGREEMENT CHANGES:**

New Contract

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:** Based on Commission

**BUDGETED:** Yes X No     


**COST TO COUNTY:** Based on Commission

**SOURCE OF FUNDS:** TDC

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
(Lynda Stuart)

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Tinsley Advertising and Marketing, Inc. Contract #             
 Effective Date: 10/1/06  
 Expiration Date: 9/30/09

**Contract Purpose/Description:**

Approval of an agreement with Tinsley Advertising and Marketing, Inc. to provide advertising services for the Monroe County TDC and County.

Contract Manager: Maxine Pacini 3523 TDC # 3  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 9/20/06 Agenda Deadline 9/5/06

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ Based on Commission Current Year Portion: \$             
 Budgeted? Yes ☒ No ☐ Account Codes : SEE ATTACHED SHEET  
 Grant: \$             
 County Match: \$            - - - - -

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$           /yr For:             
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>8/14/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stuart</u>	<u>8/14/06</u>
Risk Management	<u>8/17/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slonick</u>	<u>8/17/06</u>
EC O.M.B./Purchasing	<u>8/16/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>T. P.</u>	<u>8/16/06</u>
County Attorney	<u>          </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>S. Grimsley</u>	<u>          </u>

Comments:

115	75011	530340	T75C 238	X	530340	CULTURAL UMBRELLA RESOURCES	240,992
115	75022	530340	T75F 239	X	530340	GENERIC FISHING ADS	262,650
115	75033	530340	T75D 239	X	530480	DIVE UMBRELLA	365,000
116-	76065	530340	T76G 379	X	530340	ADVERTISING EXPENSES	29,500
116-	76065	530340	T76G 379	X	530400	ADVERTISING EXPENSES	5,500
116-	76065	530340	T76G 379	X	530410	ADVERTISING EXPENSES	15,000
116-	76065	530340	T76G 239	X	530480	PROMOTIONAL ADVERTISING	2,700,000
116-	76065	530340	T76G 380	X	530340	COLLATERAL MATERIALS	3,000
116-	76065	530340	T76G 380	X	530470	COLLATERAL MATERIALS	77,000
116-	76660	530340	T76G 336	X	530340	DAC I AD CAMPAIGN	1,165,891
116-	76660	530340	T76G 337	X	530340	DAC II AD CAMPAIGN	89,046
116-	76660	530340	T76G 338	X	530340	DAC III AD CAMPAIGN	216,066
116-	76660	530340	T76G 350	X	530340	DAC IV AD CAMPAIGN	207,943
116-	76660	530340	T76G 339	X	530340	DAC V AD CAMPAIGN	226,537
117-	77020	530480	T77P 239	X	530480	DISTRICT #1 AD CAMPAIGN	815,180
118-	78020	530480	T78P 239	X	530480	DISTRICT #2 AD CAMPAIGN	197,756
119-	79020	530480	T79P 239	X	530480	DISTRICT #3 AD CAMPAIGN	191,416
120-	70020	530480	T70P 239	X	530480	DISTRICT AD CAMPAIGN	458,901
121-	71020	530480	T71P 239	X	530480	DISTRICT #5 AD CAMPAIGN	443,683

## **ADVERTISING AGENCY AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Monroe County, a political subdivision of the state of Florida, ("County") and Tinsley Advertising and Marketing, Inc., a corporation ("Firm").

WITNESSETH:

WHEREAS, Firm is qualified to provide advertising services which promote tourism;  
and

WHEREAS, the Monroe County Tourist Development Council (TDC) is an advisory body to County and has recommended to County that Firm be awarded a contract for advertising services; and

WHEREAS, County desires to enter into this Agreement for advertising services with the Firm;

NOW, THEREFORE, the parties agree as follows:

1. Term: The term of this agreement is for a period of three (3) years beginning October 1, 2006 and expiring on September 30, 2009. The County has an option to extend this agreement for an additional two (2) year period beyond the initial award period upon the same terms, upon 90 days prior written notice of the Agreement extension to Firm, and subject to negotiation of monetary terms listed under Compensation (Paragraph 3.d.2.) as approved by the TDC.

2. Scope of Services: The Firm will serve as the full-service advertising agency for the Monroe County TDC and County. The Firm and the advertising programs are subject to review by the Monroe County TDC.

A. Key Personnel: This agreement is a professional service agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC and County. The principals assigned are the following:

- 1) Sandra Tinsley, Chairman of the Board
- 2) Jim Flanagan, President

**MINIMUM STAFF PERSONNEL ASSIGNED:**

- 1) Account Management Supervisor; approved by the Chairman of the TDC and Marketing Director
- 2) Account Supervisor; Account Executive; and additional staff within the normal services will be assigned as required.

B. At least one of the principals shall meet with the Monroe County TDC at all regularly scheduled meetings of the TDC and Advisory Committee's, and at any other times as directed by the TDC.

C. Firm agrees to assign an advertising account supervisor who will devote such time and effort as necessary to the account on a priority basis, including full time when required. Duties of the Account Supervisor will include contact as required with the Chairman or Vice-chairman of the TDC, Marketing Director or other designee. Other duties include regular consultation visits throughout Monroe County; consultations with TDC Advisory Committees within the Keys, and interfacing with other agencies of record such as Public Relations and Website provider as directed by the TDC; participation in, and coordination of, media planning; coordination of production and traffic activities with the Firm; coordination of and liaison with mail fulfillment services on behalf of the TDC; and liaison with private sector resorts, attractions and other tourism related fields in Monroe County, relating to the development of an effective advertising program for the Florida Keys.

D. Firm agrees that time is of the essence, and to provide on a timely basis, copy and concepts and supervision of tangible materials for media and collateral production materials, including: radio and television, print, internet, website, outdoor, direct mail or any such technology which may be employed to further the objectives of the TDC; traffic and billing of media and collateral production materials.

E. Firm shall provide input into the design and creative content of the website.

F. Firm shall employ its knowledge of available media and media research, and normal use of outside media research services to which the Firm subscribes for the purpose of planning media advertising programs.

G. Firm shall counsel County in the use of special media, marketing, product and consumer research as may be advisable.

H. Firm shall formulate and recommend media plans based on written objectives established within the TDC marketing plan and reviewed on an annual basis.

I. Firm shall order space, time or other means of media to be used, endeavoring to secure the most advantageous rates available, checking and verifying such media use, auditing and paying invoices to media.

J. Firm shall negotiate special talent fees in accordance with trade agreements to be more inclusive of total work and keep costs to a minimum.

K. Firm shall establish agreements with sub-contractors for production, traffic and other marketing services.

L. Firm shall obtain written pre-approval on all advertising, media, projects and materials from the TDC Marketing Director or TDC Chairman.

M.. Firm shall have all media and production expense accounts placed on individual purchase orders. All invoices shall have the proper purchase order number. No invoice will be paid unless account funds are

available. No invoices will be paid outside the advertising budget without TDC approval.

3. Compensation: Compensation shall be paid, subject to availability of Tourist Development Tax Funds and approved purchase orders as follows:

A. Media Placement:

1) Firm shall be compensated for media placement at the net cost to agency plus 13% percent commission. Net rate is the actual negotiated paid cost for media placement to the vendor without any markup costs. This will include all generic and district campaigns, cultural, fishing and diving umbrella campaigns, and all co-op advertising placement. Cooperative advertising is established to provide lodging accommodations and other tourist related businesses within Monroe County, so to buy into TDC advertisements at a cost effective rate.

2) Firm shall be reimbursed for projects designated as special projects in the annual marketing plan and approved by the TDC at actual costs, not to exceed the amount budgeted by TDC, plus 13%, the total not to exceed the amount budgeted by TDC.

3) In the event of a catastrophe for Monroe County and/or for South Florida, such as a hurricane, and subject to the provisions in paragraph 17, or other crisis management situation, the Firm shall confer with the TDC Director and/or TDC Chairperson and perform the same types of services described in this agreement. The Firm also agrees that it will have protocol (See Exhibit A) in place for any catastrophe affecting the Firm's base of operations, ie.: safeguarding of all official photography & film; facilities and equipment available; staff availability and all other vital material relative to the continued marketing of the Florida Keys. In addition, the Firm will ensure the ability to cancel existing media and produce and place ongoing media.

B. Reimbursable Expenditures: The County shall reimburse the Firm for all approved expenditures and payments made on the County's behalf for media placement subject to state and County rules and regulations. Packaging, shipping, express mail, postage, legal expenses on behalf of County, and travel expense for Firm's personnel shall be considered reimbursable expenses, subject to County's approval. Travel expenses of approved personnel on behalf of the business of the TDC shall be compensated at the rates established by Florida law and County policy.

C. Invoices

1) All invoices submitted by the Firm to the TDC shall have the proper purchase order number, and marked as to which account it is properly chargeable.

2) Normal production costs for specific pre-approved jobs will be submitted for payment at one time upon completion.

3) No percentage will be added to Firm charges for packaging, shipping, express mail, postage, telephone, legal fees and services and travel expenses for Firm's personnel.

4) The Firm's invoices and statements shall be payable by County according to the Florida Local Government Prompt Payment Act.

D. Production Charges:

1) The 13% Commissions on the net media placement budget covers the cost of: agency senior management services, account management services, media services, accounting services and staff creative development services for generic, DAC's, events and umbrella's advertising as follows:

(a) Existing newspaper campaign ads, including: revised layout, new copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

(b) All new Co-op newspaper ads including: concepts and comprehensive layouts, copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

(c) Existing magazine ads, including: revised layout, new copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

(d) Existing electronic marketing ads, including: revised format, new copy/copy revisions, art direction, traffic & production supervision Note: Computer artists and type, stats and color copies not included.

2) Creative Services Not Included: staff creative development services for media and collateral materials, i.e.; photo shoots/TV shoots/podcast videos, editing television commercials, videos/infomercials, point of sale materials, new magazine campaigns, new newspaper campaign, new electronic campaigns, direct mail, new brochures and major revisions to existing brochures will be estimated and prior approval obtained for each project at the following hourly rates:

Concepts and Comprehensive Layouts - \$130.00  
Senior Copywriter - \$110.00  
Copywriter - \$95.00  
Senior Art Direction & Supervision - \$120.00  
Broadcast Supervision - \$90.00  
Computer Artist & Type - \$110.00  
*Traffic & Production Supervision - \$95.00*  
BW Stats - \$15.00 each, color outputs \$5.00 each

3) Out of pocket expenses for creative development are reimbursable at cost plus 12% and include, but are not limited to, the following:

Photographers and Assistants  
Film Production Crew

Editing Facilities & Services  
Audio Recording Facilities  
Models/Actors/Voice-over talent  
Four-Color film (for print pubs)  
Retouching 4/color film  
Stock photo search and usage fees  
SAG and AFTRA Residuals  
TV dupes, radio dupes, etc.  
Printing  
Media and collateral materials

The County and the TDC assume no liability to fund this agreement for an amount in excess of this award. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Firm upon presentation of invoices, and other documentation necessary to support a claim for reimbursement. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners.

4. Records – Access and Audits: The Firm shall maintain adequate and complete records to justify all charges, expenses and costs incurred in performing the work for at least four (4) years after completion of this agreement. The County shall have access to such books, records, and documents concerning the contracted services. The access to and inspection of such books, records, and documents by the TDC/County shall occur at any reasonable time. Firm understands that it shall be responsible for repayment of any and all audit exceptions identified by TDC/County. Any current or subsequent agreement awards will be offset by the amount of any audit exceptions. In the event there are not funds still held by TDC/County for an agreement award, the amount of audit exception shall be billed to Firm who shall promptly pay same. Records may be subject to disclosure pursuant to Chapter 119, Florida Statutes.

5. Advertising Agency of Record: Firm shall act as the agency of record for preparation and placement of the County's TDC advertising using "bed tax" funds except as otherwise mutually agreed upon. Firm shall perform related or special services as requested by the TDC.

6. Indemnification and Hold Harmless: Firm agrees to indemnify and hold harmless Monroe County, its TDC Board of Directors, officers, agents, and employees against any claim of liability, losses and causes of action which may arise out of, in connection with, or by reason of services provided in the fulfillment of this Agreement. It agrees to pay all claims and losses and shall defend all suits filed due to the negligent acts, errors or omissions of its employees and/or agents, including related court costs.

7. Property Rights: The County shall own and have all rights subject to Screen Actors Guild and American Federation of TV and Radio Artists regulations and talent contracts, to any and all layouts, copy, art work, films and other advertising materials and records which the Firm prepared or purchased for the County's account pursuant to a



program, campaign, or project which the Tourist Development Council has approved in writing, regardless of whether such material was published, displayed, broadcast, distributed or otherwise presented prior to the termination of the agreement, provided the County has paid for same in accordance with the provisions of this Agreement. Photography images are available to Monroe County tourist related businesses promoting tourism with a usage agreement policy approved by the TDC.

8. Approval and Changes: The TDC shall have the sole and exclusive right to approve, modify, reject, or cancel any and all plans, proposals, submissions and other work in progress, in which case the TDC's directions shall be immediately implemented. However, nothing in this agreement shall be construed as requiring the Firm to violate any contractual commitments to media made on the TDC's behalf. All contractual commitments to media require the TDC's prior written approval. The County shall only be liable for charges approved in writing prior to the Firm entering into such contractual commitment.

9. Termination: Termination of this agreement shall occur at the natural ending date or earlier should either party terminate with or without cause upon providing 120 days written notice prior to the termination date. In the event of early termination, Firm shall exercise due diligence in carrying out its obligations under this agreement until the date of termination. County will not be obligated to pay for any costs incurred after the effective termination date with the exception of pre-approved contracted services.

10. Exclusive Representation: Firm agrees that it will not represent any private resort or attraction or other destination within Monroe County or other county or city destinations within the State of Florida without approval from the TDC and County. Provision of creative and mechanical services for participants in co-op advertising and other County programs is permissible.

11. Disclosure of Financial Interest: Firm agrees to disclose within thirty (30) days of the execution of this agreement any existing financial interest in the business of its suppliers or providers utilized in fulfillment of this agreement, and shall disclose said interests as they may arise from time to time.

12. Laws and Regulations: It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all local, state and federal laws and regulations.

13. Taxes: The County and TDC are exempt from federal excise and state of Florida sales tax.

14. Finance Charges: The County and TDC will not be responsible for any finance charges.

15. Relations of County/TDC and Firm: It is the intent of the parties hereto that Firm shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the County and TDC. County and TDC shall at no time be legally responsible for any negligence on the

part of Tinsley Advertising & Marketing Inc., its employees or agents, resulting in either bodily or personal injury or property damage to Firm, any individual, or corporation.

16. Disclosure: Firm shall be required to list any or all potential conflicts of interest, as defined by Florida Statute 112 and Monroe County Code and shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

17. Force Majeure: Firm shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war, whether an actual declaration thereof if made or not insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where Firm has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this agreement. However, Firm shall, within one week of such event, make alternative arrangements to ensure that services continue uninterrupted.

18. Assignment: Firm shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its rights, title or interest therein, or its power to execute such agreement to any person, new owner, company or corporation without prior written consent of the County.

19. Compliance With Laws – Non Discrimination: Firm shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, or national origin in the performance of work under this agreement. This agreement shall be subject to all international, federal, state, and local laws and ordinances.

20. Insurance: Firm shall maintain the following required insurance throughout the entire term of this agreement and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Firm to maintain the required insurance shall not extend any deadlines specified in this agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Firm's failure to maintain the required insurance.

Firm shall provide, to the County, as satisfactory evidence of the required insurance, either:

- \* Certificate of Insurance
- or
- \* A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this agreement.

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Firm's insurance shall not be construed as relieving the Firm from any liability or obligation assumed under this agreement or imposed by law.

The Monroe County Board of County Commissioners, its employees, TDC Board of Directors and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared from entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

A. Prior to the commencement of work governed by this agreement the Firm shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Firm shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$100,000	Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

B. Prior to the commencement of work governed by this agreement, the Firm shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the agreement and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket Contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per person  
\$1,000,000 per Occurrence  
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

C. Recognizing that the work governed by this agreement requires the use of vehicles, the Firm, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintain throughout the life of the agreement and include, as a minimum, liability coverage for:

\* Owned, Non-Owned, and Hired Vehicles

The Minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person  
\$1,000,000 per Occurrence  
\$100,000 Property Damage

D. Advertising Professional Liability Insurance with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 aggregate.

21. Governing Law/Venue: This agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the County and Firm. Venue for any dispute shall be in Monroe County.

22. Entire Agreement Amendment: This writing embodies the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing recommended by the TDC and approved by the County and signed by both parties.

23. Severability: If any provisions of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Authority: Each of the signatories for the Firm below certifies and warrants that:

- a) Firm's name in the Agreement is the full name as designated in its corporate charter.
- b) He/she is empowered to act on this Agreement for the Firm.
- c) This Agreement has been approved by the Firm's board of directors.

25. Ethics Clause: Firm warrants that he/it has not employed retained or otherwise had act on his/its behalf any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

26. Public Entity Crime Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written

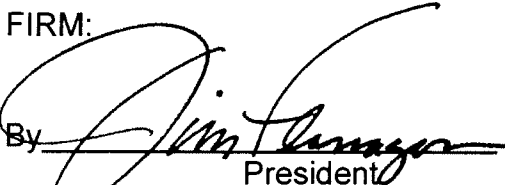
(SEAL)  
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)  
Attest:

FIRM:  
By   
President

By. \_\_\_\_\_  
Secretary

  
Print Name

\_\_\_\_\_  
Print Name

OR

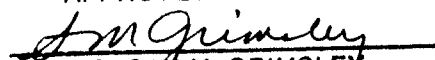
\_\_\_\_\_  
(1) Witness

\_\_\_\_\_  
(2) Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY  
Date 8-10-06

# **Tinsley Advertising/Florida Keys & Key West** **Hurricane Preparedness Plan**

In an effort to provide uninterrupted service to The Florida Keys & Key West during a hurricane emergency or other catastrophic event, Tinsley has established a standard plan of action.

The Agency has identified various hurricane scenarios that left unchecked, could affect the Agency's service capability to Monroe County. Therefore, to ensure continuity, the Agency has instituted a phased plan to provide for any storm contingency. Although hurricane focused, this protocol may be applied to other emergencies whereby communications to The Florida Keys & Key West are cut off or regional business is suspended.

The following outlines different situations and reviews the response for each. This preparedness plan begins before each hurricane season with the Agency's standard digital assets protocol.

### **STANDARD PROCEDURES**

All Monroe County digital advertising assets including photography, graphics, special images, prior ads, etc. are placed on redundant systems.

1. Servers are backed up to digital tape (weekly).
2. Servers are backed up to Firewire portable hard drives.
3. Server assets are burned onto DVDs.
4. Film transfers are archived on digital Beta tape and housed outside of hurricane zone at One World Productions in Chicago.
5. Audio and video master elements are securely stored in Florida at Audacity Recording and Manhattan Transfer.

## **TEAM REVIEW**

The Florida Keys & Key West emergency team is comprised of the following staff members:

Sandy Tinsley – CEO  
Jim Flanagan – President  
Dorn Martell – Executive Vice President, Creative Director  
John Underwood – Vice President, Account Management Supervisor  
Rick Blitman – Associate Creative Director, Senior Writer  
Emerson Fales – Senior Account Executive  
Steven Waterman – Associate Media Director  
Uly Busch – Senior Art Director  
Gio Gutierrez – Director of Interactive Media  
Lauren Bernat – Account Coordinator

This team reviews possible scenarios each season and is empowered to manage hurricane communications per agreement between MCTDC and the Agency. The team is ready to respond to category 1 through 5 storms and has set procedures for when a hurricane “watch”, “warning” and “all clear” is issued by the National Hurricane Center as outlined below. Agency officers, i.e., CEO, President, Executive Vice President and Vice President will have the authority and autonomy to make decisions affecting Monroe County’s advertising during the emergency.

## **HURRICANE WATCH**

All current Monroe County jobs are backed up on CD and loaded into Florida Keys emergency team’s laptop computers.

A special, toll-free telephone line is activated so that the Client and employees can receive post storm messages about the status of the Florida Keys and the Agency.

## **HURRICANE WARNING**

Tinsley office closes and team members work from home (if not in evacuation zone) or from hotels outside of evacuation areas. Selected hotel sites may be in or out of Florida depending on severity and/or track of storm.

## **CATEGORY 1 OR 2 STORM**

The Tinsley building is situated above the flood plain and is a storm resistant concrete structure that has previously withstood hurricanes. Therefore, damage from a category 1 or 2 storm is not expected. After the storm is over, the Florida Keys team will return to the Agency offices to create post hurricane advertising.

The dedicated 800-number information line advises Agency employees and Client on latest status and provides instructions. Cell phones, hard wire handsets (non-AC type) will be used but service may be unreliable. Therefore, The Florida Keys team will also utilize a satellite phone to coordinate information with the TDC Director, Public Relations firm and other Monroe County entities as needed.

Although Tinsley's building is a secure structure, electricity and internet service could be interrupted and therefore we plan to deploy a satellite internet system with generator support.

Immediately after the storm passes, the satellite antenna system (normally stored inside) is quickly set up on top of Agency building.

The generator will power this and other systems so that the Agency is up and running within hours of the storm. This will enable the Agency to:

- Communicate (outbound)
- Receive situation updates (inbound)
- Download data (photography, audio files, compressed video)
- Upload data (for ads and radio spots)

Accord Productions, a nearby alternate location with emergency power (currently houses Stuart Newman & Associates) will also be available to the Agency if needed.

### **CATEGORY 3 - 5 STORM**

Same pre-planning protocols as above except selected team members will travel to Chicago before evacuation notice is issued. This will ensure full functionality from One World Productions, a Tinsley supplier that has digital assets, power and internet access. Florida Keys team arrives in Chicago before hurricane strikes and monitors its effects during and after storm. Post-hurricane ads will be planned, created and uploaded on a timely basis for dissemination via newspaper, internet, radio or other media as may be required. Depending on logistics and storm severity the Agency may, at its discretion, decide to send its team to an alternate location i.e. Orlando or Jacksonville, Florida.

### **POST STORM**

Florida Keys & Key West Agency team continues to be in close contact with the TDC Director and Public Relations firm while coordinating storm aftermath phase. Both Florida Keys and Agency status will be regularly updated on dedicated toll-free information line until communications and area infrastructure are again operational. Post storm marketing will proceed as planned.